

## SECTION 8

### PROSECUTION AND PROGRESS

**8-1.01 Subcontracting** - The following is to be added to the third paragraph: The Engineer may also determine, on a case by case basis, items to be designated "Specialty Items." Where an entire item is subcontracted, the value of work subcontracted will be based on the contract item bid price.

**8-1.02 Assignment** - The following is to be added: No contract or portion thereof may be assigned without consent of the City of Stockton except that the contractor may assign money due, or which will accrue to them, under the contract. If given written notice, such assignment will be recognized by the City of Stockton to the extent permitted by law, but any assignment of money shall be subject to all proper setoffs and withholdings in favor of the City of Stockton and to all deductions provided for in the contract. All money withheld, whether assigned or not shall be subject to being used by the City of Stockton for completion of the work, should the contract be in default.

**8-1.03 Beginning of Work** - The following includes changes and/or additions: The Contractor shall begin work after the contract has been approved by the City Attorney and within ten (10) days after being given notice to proceed or otherwise as may be stated in the Special Provisions. Once started the Contractor shall diligently prosecute the same to completion within the time limit provided in the special provisions.

The Contractor shall arrange a pre-construction conference with the Public Works Department. Notice shall be given to the Public Works Department at least 72 hours in advance of the Contractor's intent to have a pre-construction conference. No work may be performed prior to a pre-construction conference.

The following is to be added:

(See Caltrans Standard Specifications for numbers (1) through (4))

(5) Notice in writing of the Contractor's intentions to start work prior to approval, specifying the date on which the Contractor intends to start, shall be given to the Engineer at least 24 hours in advance.

(6) Attending a pre-construction conference.

**8-1.06 Time of Completion** - The following is to supersede Caltrans Specifications: A working day is defined as any day, except Saturdays, Sundays, and City of Stockton legal holidays and days on which the Contractor is specifically required by the special provisions to suspend construction operations, and except days on which the Contractor is prevented by

inclement weather or conditions resulting immediately therefrom adverse to the current controlling operation or operations, as determined by the Engineer, from proceeding with at least 75 percent of the normal labor and equipment force engaged on such operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.

Should the Contractor choose to work on a Saturday, Sunday, or on a holiday recognized by the Labor Unions and/or the City, the Contractor shall reimburse the City of Stockton the actual cost of engineering, surveying, inspection, superintendence, and/or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

**8-1.08 Termination of Control** - The following contains a change: The Contractor will be required to cooperate with the utilities and others during the rearrangement of utility and other improvements or street facilities, and any delay caused by the rearrangement will not be considered as right of way delays.